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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DIANNE LOGGINS, an individual

Plaintiff,

vs.

COUNTY OF SAN DIEGO HEALTH AND
HUMAN SERVICES AGENCY - CHILD
WELFARE SERVICES, DOES 1-50,
Inclusive,
Defendants.

Case No.: **'13CV2615 JAH BLM**

Case Classification: General Civil/Government
Tort Liability

COMPLAINT FOR DAMAGES:

- (1) Violation Civil Rights (42 U.S.C. § 1983)
- (2) Breach of Contract & Equal Opportunity Clause
- (3) Intentional Infliction of Emotional Distress
- (4) Interference with Prospective Economic Advantage
- (5) Negligent Supervision
- (6) Collusion

DEMAND FOR JURY TRIAL

JURISDICTION AND VENUE

Jurisdiction of this court is invoked under 28 U.S.C. §§1343(1), (2), (3), and (4). This action at law for money damages arises under 42 U.S.C. §1983, and the United States Constitution, the laws of the State of California, and common law principles to redress a deprivation of under color of state law of rights, privileges and immunities secured to Plaintiff by

1 said statutes, and by the Fourteenth Amendment of the United States Constitution. The acts
 2 complained of arise in this district and therefore venue lies in this District pursuant to 28 U.S.C.
 3 §1391.

4 **PARTIES**

- 5
 6 1. Plaintiff DIANE LOGGINS (øLOGGINSö) is an individual and partial owner, along with
 7 husband Emmitt Loggins, of Kelloggs Care and Focus Group Home (øKELLOGGSö), a
 8 California licensed residential care facility for children who have been separated from
 9 their parents. LOGGINS carries two licenses through Community Care Licensing.
 10 KELLOGGS officially opened on June 28, 2002. The first Group Home Facility is located
 11 on Minoa Street in San Diego, California. The second Group Home Facility is located on
 12 Luber Street in San Diego, California, and opened on February 27, 2004.
 13
- 14 2. LOGGINS is informed and believes, and on that basis alleges, that the County of San
 15 Diego Health and Human Services (øHHSö) is a governmental agency that houses the
 16 Child Welfare Services Department. This County Department is charged with integrating
 17 health and social services through a unified service-delivery system. This system,
 18 according the County of San Diego website description, is supposed to be øfamily focused
 19 and community-based, reflective of business principles in which services are delivered in
 20 a cost-effective and outcome driven fashion.ö
 21
- 22 3. Defendant Child Welfare Services Departmentø (øCWSö) duty is to serve as an agent of
 23 protection for children who are without parents or guardians. Defendant CWS self-
 24 proclaimed mission is excellence in the delivery of culturally competent, family-centered
 25 and child-focused protective services.
 26
- 27 4. Defendant CWS, is and at all times here mentioned has been a public entity duly
 28 authorized and existing as such in and under the laws of the State of California. Defendant
 CWS has possesses the power and authority to adopt policies and prescribe rules,

1 regulations and practices affecting the operation of CWS and other subdivisions presently
2 unidentified to Plaintiff, and their tactics, methods, practices, customs and usages.

3
4 5. At all relevant times (including since at least November 2001), Defendant and DOES 1
5 through 50, were the agents, employees, investors, and/or co-conspirators of each of the
6 remaining Defendants, and in doing the things alleged here, were acting in the course and
7 scope of that agency and/or conspiracy and with the consent of each of their co-
8 Defendants.

9
10 6. LOGGINS is ignorant of the true names and capacities of Defendants sued as DOES 1
11 through 50, inclusive, and therefore sues such Defendants as fictitious names. LOGGINS
12 will amend this complaint to identify any Defendants by their true names and capacities
13 when and if LOGGINS has ascertained them. LOGGINS is informed and believes, and on
14 that basis alleges, that each of the fictitiously named Defendants are tortiously or
15 otherwise legally responsible in some manner for the occurrences alleged in this
16 complaint, and that LOGGINS's damages were proximately caused thereby.

17
18 **STATEMENT OF FACTS**

19
20 7. LOGGINS alleges discriminatory practices by the County of San Diego (more specifically
21 the Defendant CWS) and DOES 1-3 because since the inception of the licensing
22 procedures, the County of San Diego and DOES 1-3 refused to cooperate with LOGGINS,
23 resulting in unjustifiable disparate treatment. LOGGINS was denied equal access and
24 equal treatment because of her race and age, as explained herein.

25
26 8. This complaint stems from 12 years of unequal treatment by the County of San Diego and
27 DOES 1-3, and the removal of four clients from a KELLOGGS group home on October
28 28, 2011. No notice was given for the arbitrary removal of clients to LOGGINS, any other

1 representative of KELLOGGS, or the clients, which is required under the County's own
2 regulations (attached hereto as Exhibit 1).

3
4 9. LOGGINS applied for a license with the State of California Community Care Licensing in
5 2001 to operate and maintain a group home for the sole purpose of serving the population
6 of six male residents between the ages of 12-17.

7
8 10. LOGGINS performed all requirements by the State to obtain a license as of December 1,
9 2001, but needed a letter of support from County of San Diego to begin operation of a
10 group home in San Diego.

11
12 11. On or about December 14, 2001, LOGGINS was denied a county support letter by the
13 county via telephone conversation because the county representative alleged "there was no
14 need for level 10 facility at [that] time." LOGGINS is informed and believes, and on that
15 basis alleges that in 2001, at least 90,000 children were in need of placement in group
16 homes in California and that there were nearly 250,000 reports of suspected abuse in the
17 year 2000.

18
19 12. LOGGINS, based on this denial, pursued the appeal process, although no formal denial
20 was sent to LOGGINS or KELLOGGS. After a meeting with County Counsel and
21 approximately 5 representatives from the State of California on January 3, 2002,
22 KELLOGGS was finally issued a county support letter on June 28, 2002.

23
24 13. Since completing the licensing process through the State of California in November 2001,
25 and receiving a County Letter of Support to operate a group home in the County of San
26 Diego, KELLOGGS was required to enter into the County Agreement ("Agreement") to
27 receive services from the County in its endeavor to run a successful group home.
28 KELLOGGS was required to renew this Agreement every year (attached as Exhibit 2).

1
2 14. This Agreement includes an Equal Opportunity clause as well as a Non-Discrimination
3 clause.

4
5 15. On March 26, 2003, LOGGINS was pursued by San Diego County representative Tammy
6 Burmeister to start another group home based on the success of the first.

7
8 16. In the County Letter of Support for the second group home dated March 26 2003, Betsy
9 Gross, who was the Chief of Residential Services in 2003, stated there was a "tremendous
10 need for Licensed Group Home beds for teen males and have numerous children waiting
11 for Licensed Group Home placements. Many of these minors are languished in detention
12 beds, as there are not enough Licensed Group Home beds available for them."

13
14 17. KELLOGGS opened its second group home, with valid license, on February 27, 2004.

15
16 18. Although CWS, by its own admission, stated there was a severe need for safe and
17 professional group homes, KELLOGGS did not receive an adequate number of referrals
18 from the County of San Diego. KELLOGGS received 22 referrals resulting in 13
19 placements for the entire year of 2006. Each year thereafter, the number of referrals
20 significantly decreased until the four clients were arbitrarily removed from the group
21 home on October 28, 2011. LOGGINS is informed, believes and on that basis alleges that
22 the number of referrals she received was below the county average.

23
24 19. KELLOGGS continued to seek referrals from other agencies such as the San Diego
25 Regional Center, the San Diego Probation Department, El Centro County Probation and
26 Riverside County.

1 20. LOGGINS received a letter from the San Diego Regional Center in November 2009
2 notifying her that the application for vendorization had been approved pending the
3 submission of proof of insurance and executed agreements. However, shortly thereafter,
4 the application was rejected. LOGGINS is informed and believes, and on that basis alleges
5 that a County Representative gave false information to the San Diego Regional Center
6 about the KELLOGGS group home violation, which did not exist, and lack of paperwork.
7 LOGGINS remained fully insured since she became licensed for both group homes.

8
9 21. Riverside County Placement Coordinator Daryl Griffith refused to work with
10 KELLOGGS and stated, "If the host county isn't giving you any clients, then why should
11 we give you clients?" To date, LOGGINS license is valid and has been renewed.
12 LOGGINS is informed, believes and on that basis alleges that California State Licensed
13 Program Analyst Gloria Cruz gave false information to Mr. Griffith which resulted in
14 KELLOGGS loss of contract with Riverside County for placement and referrals.

15
16 22. LOGGINS is informed and believes, and on that basis alleges that the San Diego County
17 Probation Department has not referred a client to KELLOGGS because of an unfounded
18 recommendation of Defendant CWS.

19
20 23. On February 12, 2010, LOGGINS sent correspondence to Barry Fox, current Chief of
21 Residential Services. The letter was in reference to the lack of referrals for KELLOGGS
22 and addressed differential treatment of KELLOGGS as compared to other group homes
23 similarly situated in the San Diego area.

24
25 24. On March 29, 2010, LOGGINS faxed a letter to San Diego County requesting referrals.

26
27 25. On November 30, 2010, LOGGINS faxed a letter to San Diego County requesting
28 referrals.

1
2 26. After a meeting with Barry Fox on October 7, 2011, LOGGINS was informed that
3 KELLOGGS would be receiving more referrals based on the positive evaluations and
4 reviews of the group homes, and the fact that there were no violations.

5
6 27. On October 19, 21, and 27, 2011, KELLOGGS received client referrals; however, when
7 placing calls to the social worker to begin the intake process, calls were not returned by
8 County social workers.

9
10 28. LOGGINS is informed and believes, and on that basis alleges that Ms. Patty Danon,
11 Assistant Deputy Director of CWS, recommended that social workers not return calls from
12 KELLOGGS because she received a complaint about the allegation of racially motivated
13 preferential treatment by Defendant CWS. As the Assistant Deputy Director, Ms. Danon is
14 charged with assisting the deputy director in development and implementation of
15 strategies, programs and activities in conjunction with Defendant CWS's mission and
16 strategic plan for the County of San Diego.

17
18 29. On October 17, 2011, LOGGINS filed a complaint with Congressman Filner's office for
19 adverse treatment with respect to client referrals and unfair business practices regarding
20 the County of San Diego referral process.

21
22 30. The complaint was filled out per the Congressional Office "Casework Form." Shortly
23 thereafter, Congressman Filner's office contacted the County of San Diego Supervisor
24 Ron Roberts, because both KELLOGGS group homes were within his jurisdiction and
25 district.

1 31. On October 25, 2011 Ms. Danon called KELLOGGS and spoke to the administrator, Troy
2 Loggins. She stated she was coming to visit KELLOGGS on the morning of October 26
3 because she had never visited the facility.

4
5 32. Ms. Danon arrived at the Luber Street KELLOGGS facility at 9:30am on October 26,
6 2011. She arrived with Chief Compliance Officer Robert Borntrager and James Salazar,
7 County Monitor for KELLOGGS. Just before leaving the facilities, Ms. Danon asked Mr.
8 Borntrager, "Did you find anything?" Mr. Borntrager shrugged his shoulders and said,
9 "No." Based on this conversation, LOGGINS is informed, believes and that basis alleges
10 that Ms. Danon visited for the sole purpose of finding violations in the group home to use
11 against the LOGGINS in justifying her later actions.

12
13 33. Additionally, Mr. Borntrager visited the group home located on Minoa Street and asked to
14 review the files from previous clients. KELLOGGS administrator made an appointment
15 with Mr. Borntrager to review the files on November 3, 2011, since the files from 3 years
16 back were at the corporate office. The corporate office is the home of Emmitt and Dianne
17 LOGGINS, who were out of town on October 26, 2011.

18
19 34. Ms. Danon called Administrator on the evening of October 26, 2011, after she had visited
20 the Luber Street Group Home that morning, insisting that the files be reviewed on October
21 27, 2011.

22
23 35. KELLOGGS Administrator complied with the request and made the appointment on
24 October 27, 2011 with County Monitor James Salazar at 3pm. While retrieving files from
25 the corporate office, Administrator noticed Ms. Danon sitting in a car parked outside of
26 the corporate office. Ms. Danon was slumped in the seat with sunglasses on, performing
27 surveillance on the property.

1 36. KELLOGGS administrator approached Ms. Danon to ask why she was there and to make
2 sure she was informed about the meeting to be held at Luber Street Group Home for the
3 purpose of reviewing the files. Ms. Danon insisted on seeing the files immediately,
4 although previous arrangements had been made with compliance officer. County Monitor
5 James Salazar did not keep the appointment made on October 27, 2011 at 3pm.

6
7 37. LOGGINS is informed and believes, and on that basis alleges that Ms. Danon and two
8 additional San Diego County Personnel were standing outside of the corporate office on
9 the evening of October 27, 2011. As LOGGINS was out of town with her husband Emmitt
10 Loggins, no one was available at the corporate office. Moreover, business hours of the
11 corporate office hours are 8am-5pm.

12
13 38. On October 28, 2011, four clients were removed from KELLOGGS group home at
14 approximately 7am. LOGGINS is informed and believes, and on that basis alleges social
15 workers were directed by Ms. Danon to arbitrarily remove clients from KELLOGGS
16 group home. All actions by Ms. Danon were done under the guise and title of County of
17 San Diego Deputy Director of Child Welfare Services.

18
19 39. David Salinas, County Social Worker for one of the clients, stated, "We don't know what
20 is going on, this was ordered by administration. KELLOGGS always did a good job with
21 my kids and [you] always got the most difficult kids."

22
23 40. LOGGINS received letter dated November 1, 2011 regarding the reason for termination of
24 the Agreement with the County of San Diego. The letter stated "Termination for
25 Convenience" as the reason for removal of the clients from the KELLOGGS Group
26 Home. Pursuant to the Agreement, Termination for Convenience requires 90 day notice.

1 41. Clients were removed in spite of County Residential Services policy that "unplanned
2 placement changes may be detrimental and traumatic to a child or adolescent." County is
3 required to give clients 10 day notice per their own policy/regulations. No notice was
4 given to LOGGINS, KELLOGGS or clients.

5
6 42. LOGGINS is informed and believes, and on that basis alleges that the State of California
7 Community Care Licensing Department was notified after clients were removed, and not
8 before, just as LOGGINS was notified of the termination of the agreement after clients
9 were removed.

10
11 43. On October 31, 2011, the State of California Community Care Licensing visited the group
12 home site where the clients were removed because of a complaint filed against
13 KELLOGGS. There were no clients in the home at the time of this unannounced visit.

14
15 44. There was one violation found, "Medication Improperly Labeled." More specifically, "the
16 bubble pack was not labeled appropriately with the client's name." On April 26, 2011,
17 KELLOGGS annual review received the highest rating on 194 of 196 categories, and held
18 the second highest ranking on 2 of 196 categories.

19
20 45. LOGGINS requested a hearing, pursuant to state law (Welfare and Institutions Code) and
21 County Regulations within 90 days of the removal of clients.

22
23 46. LOGGINS was informed that no hearing would be conducted.

24
25 **FIRST CAUSE OF ACTION AGAINST DEFENDANT CWS AND DOES 1-50**

26 **42 U.S.C. §1983 VIOLATION OF CIVIL RIGHTS (DUE PROCESS)**

1 47. LOGGINS repeats, realleges, and incorporates by reference each and every allegation
2 contained in paragraphs 1 through 46 above as if fully set forth here against Defendant
3 CWS and DOES 1-3.

4
5 48. This action at law for damages arises under 42 U.S.C. 1983 and the United States
6 Constitution to redress a deprivation under color of state law of rights, privileges and
7 immunities secured to Plaintiffs by said statutes and by the Fourteenth Amendment of the
8 United States Constitution.

9
10 49. At the aforementioned dates and places, Defendants CWS and DOES 1-50, and each of
11 them, did without cause or justification and acting under color of law, intentionally and
12 maliciously deprive LOGGINS of rights secured to her by the Fourteenth Amendment of
13 the United States Constitution.

14
15 50. As a proximate result of the aforesaid acts and omissions of defendants, and each of them,
16 Plaintiff sustained great financial loss and mental pain, resulting in anxiety, torment and
17 emotional distress.

18
19 51. By reason of the aforementioned acts and omissions of Defendant, Plaintiff was compelled
20 to secure the services of an attorney at law to redress the wrongs herein before mentioned
21 and by virtue thereof, Plaintiff is indebted and liable for attorneys fees.

22
23 52. The aforementioned acts and omissions of Defendant were committed knowingly,
24 willfully and maliciously, with the intent to harm, injure, vex, harass and oppress Plaintiff
25 with a conscious disregard of Plaintiff's constitutional rights and by reason thereof,
26 Plaintiff seeks punitive and exemplary damages from Defendant in an amount as proved.

SECOND CAUSE OF ACTION AGAINST DEFENDANT CWS

**BREACH OF CONTRACT – EQUAL EMPLOYMENT CLAUSE AND TERMINATION
FOR CONVENIENCE**

53. LOGGINS repeats, realleges, and incorporates by reference each and every allegation contained in paragraphs 1 through 53 above as if fully set forth here against Defendant CWS.

54. As mentioned in paragraph 13 of this complaint, LOGGINS entered into an Agreement with the County of San Diego Health and Human Services Child Welfare Services for the purpose of operating a group home in the County of San Diego.

55. The equal opportunity clause of the agreement reads as follows, the County

“will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual’s race, color, religion, sex, national origin, age, handicap, or medical condition or marital status.”

LOGGINS is informed and believes, and on that basis alleges that Defendant CWS has violated this clause by performing the above mentioned conduct.

56. Section 27 of the Agreement states that a 90 day notice for “termination for convenience” is required before termination can occur. All clients were removed from LOGGINS group home on October 28, 2011, notice of termination for convenience was given on or about November 3, 2011. Pursuant to the Agreement, notice should have been given on August 28, 2011 if Defendant CWS planned to remove clients on October 28, 2011. The termination was not for cause. Defendant CWS is in violation of Section 27 of the Agreement prepared by the County of San Diego. (See Exhibit 2.)

1
2 57. As a direct, foreseeable and proximate result of the above mentioned actions by
3 Defendants, and each of them, LOGGINS has suffered, and continues to suffer, losses in
4 earnings, earning capacity and other benefits of employment, in an amount to be
5 determined. LOGGINS seeks specific performance of the Agreement set forth here and
6 injunctive relief per the terms of the Agreement. LOGGINS will seek leave of court to
7 amend this complaint to allege the exact amount of such damages, or to conform to proof
8 at trial.
9

10 58. LOGGINS is informed and believes, and on that basis alleges that Defendants engaged in
11 other actionable conduct not enumerated by this complaint. LOGGINS will seek leave of
12 court to amend this complaint to allege the additional specific facts when those facts
13 become known to her, or to conform to proof at trial.
14

15 **THIRD CAUSE OF ACTION AGAINST DEFENDANTS CWS AND DOES 1-50**
16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
17

18 59. LOGGINS repeats, realleges, and incorporates by reference each and every allegation
19 contained in paragraphs 1 through 59 above as if fully set forth here against Defendant
20 CWS and DOES 1-3.
21

22 60. The conduct of Defendant as set forth in this complaint was extreme and outrageous to a
23 degree as to be outside the bounds of decency in a civilized society. LOGGINS is
24 informed and believes, and on that basis alleges that the standard for a governmental
25 agency which is charged with the responsibility of attending to the needs of orphan
26 children should be high, and the conduct herein is disgraceful and despicable for the
27 County of San Diego.
28

1 61. When CWS came to remove the clients on October 28, 2011, one client yelled at
2 LOGGINS, saying, "Why are we leaving? You don't want us anymore? I thought you said
3 we could trust you!" This has caused emotional distress and mental anguish to LOGGINS.
4

5 62. The conduct of Defendant was done in reckless disregard and with the very intention to
6 cause emotional distress to LOGGINS.
7

8 63. As a result of Defendant's extreme and outrageous conduct, LOGGINS has suffered, and
9 continues to suffer severe emotional distress and mental anguish.
10

11 64. The severe emotional distress and mental anguish that LOGGINS has suffered, and
12 continues to suffer, was actually and proximately caused by Defendant's extreme and
13 outrageous conduct as set forth here.
14

15 65. As a direct, foreseeable and proximate result of the above mentioned actions by
16 Defendants, and each of them, LOGGINS has suffered, and continues to suffer, losses in
17 earnings, earning capacity and other benefits of employment, in an amount to be
18 determined. LOGGINS will seek leave of court to amend this complaint to allege the exact
19 amount of such damages, or to conform to proof at trial.
20

21 66. The acts of Defendants were done with malice, fraud and oppression, and with conscious
22 disregard for LOGGINS rights. Therefore, Defendant's actions entitle LOGGINS to
23 punitive and exemplary damages in an amount sufficient to discourage such future actions
24 of Defendants and others, and according to proof at trial.
25
26
27
28

FOURTH CAUSE OF ACTION AGAINST DEFENDANTS CWS AND DOES 1-50
INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

67. LOGGINS repeats, realleges, and incorporates by reference each and every allegation contained in paragraphs 1 through 66 above as if fully set forth here against Defendant CWS and DOES 1-3.

68. LOGGINS received a letter from the San Diego Regional Center in November 2009 notifying her that the application for vendorization had been approved pending the submission of proof of insurance and executed agreements. However, shortly thereafter, LOGGINS is informed and believes, and on that basis alleges that a County Representative gave false information to the San Diego Regional Center about the KELLOGGS group home violation and lack of paperwork and the application was rejected.

69. LOGGINS is informed and believes, and on that basis alleges that Defendant CWS intentionally interfered with KELLOGGS contractual agreements with other organizations such as the San Diego Regional Center, Riverside County and El Centro Probation Department.

70. As a direct, foreseeable and proximate result of the above mentioned actions by Defendants, and each of them, LOGGINS has suffered, and continues to suffer, losses in earnings, earning capacity and other benefits of employment, in an amount to be determined. LOGGINS will seek leave of court to amend this complaint to allege the exact amount of such damages, or to conform to proof at trial.

1 71. As a proximate result of Defendant's willful, knowing and intentional acts, LOGGINS has
2 suffered, and continues to suffer humiliation, emotional distress and mental and physical
3 pain and anguish, all to her damage, in an amount according to proof at trial.

4
5 72. The acts of Defendants were done with malice, fraud and oppression, and with conscious
6 disregard for LOGGINS rights. Therefore, Defendant's actions entitle LOGGINS to
7 punitive and exemplary damages in an amount sufficient to discourage such future actions
8 of Defendants and others, and according to proof at trial.

9
10 73. LOGGINS is informed and believes, and on that basis alleges that Defendants engaged in
11 other actionable conduct not enumerated by this complaint. LOGGINS will seek leave of
12 court to amend this complaint to allege the additional specific facts when those facts
13 become known to her, or to conform to proof at trial.

14
15 **FIFTH CAUSE OF ACTION AGAINST DEFENDANT CWS AND DOES 1-50**
16 **NEGLIGENT SUPERVISION**

17
18 74. LOGGINS repeats, realleges, and incorporates by reference each and every allegation
19 contained in paragraphs 1 through 73 above as if fully set forth here against Defendant
20 CWS and DOES 1-3.

21
22 75. LOGGINS continually notified the County of San Diego Supervisors, Deputy Directors,
23 including Barry Fox, Patty Kay Danon and others about the actions of the employees of
24 the County of San Diego.

25
26 76. LOGGINS continually notified the State of California Health and Human Services
27 Agency regarding the actions of the State appointed Licensed Program Analysts assigned
28

1 to KELLOGGS and LOGGINS. No appropriate actions were taken by the State of
2 California.

3
4 77. LOGGINS continually notified the State of California regarding the actions of the County
5 of San Diego, more specifically Defendant CWS. No appropriate disciplinary actions were
6 taken and no proper investigations were pursued.

7
8 78. By reason of Defendants' relationship that existed between them and LOGGINS, a duty of
9 care was created defining how Defendants should treat LOGGINS. It was reasonably
10 foreseeable that a breach of duty of care would cause Plaintiff damages.

11
12 79. As such, Defendants breached their duty of care to supervise their employees and
13 respective government agencies regarding the actions that LOGGINS notified them of and
14 complained of. On that basis LOGGINS alleges negligent supervision.

15
16 80. As a further proximate result of the above mentioned wrongful conduct of Defendants,
17 LOGGINS had to hire counsel to pursue her legal rights, to LOGGINS damage in an
18 amount to be determined at trial.

19
20 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS CWS AND DOES 1-50**

21 **COLLUSION**

22
23 81. LOGGINS repeats, realleges, and incorporates by reference each and every allegation
24 contained in paragraphs 1 through 80 above as if fully set forth here against Defendant
25 CWS and DOES 1-3.

26
27 82. LOGGINS notified the State of California Health and Human Services Agency of the
28 removal of clients without notice. In the State's response, Ms. Mei Yuk Kung, Acting

1 Program Administrator of the Statewide Children's Residential Program, the Department
 2 of Social Services, is not responsible for, nor does it oversee, the placement of children in
 3 licensed facilities. However, LOGGINS is informed, believes and on that basis alleges
 4 that the State and County interact daily regarding placements and referrals. In addition, the
 5 State provides references to other agencies for placements occur, and make these
 6 references based on information from the County of San Diego.

7
 8 83. LOGGINS is informed, believes and on that basis alleges that the state and county are
 9 misrepresenting the "independence" of their relationship in order to conspire against
 10 LOGGINS.

11
 12 84. LOGGINS is informed, believes and on that basis alleges that the state and county are in
 13 fact dependent in their relationship not only to license individuals to legally operate group
 14 homes, but in the referral and placement process as well. This is done to make the
 15 bargaining process inherently unfair, to confuse the third party (in this case LOGGINS),
 16 and to deceive and mislead anyone who complains about the process.

17
 18 85. Furthermore, the State does not require Defendant CWS to formalize the referral process
 19 in the matter of group homes, by charging them to publish written policies and procedures
 20 regarding the referral process. This results in disparate treatment, and the State colluding
 21 with the County to discourage protected classes from operating group homes.

22
 23 86. As a direct, foreseeable and proximate result of the above mentioned actions by
 24 Defendants, and each of them, LOGGINS has suffered, and continues to suffer, losses in
 25 earnings, earning capacity and other benefits of employment, in an amount to be
 26 determined. LOGGINS will seek leave of court to amend this complaint to allege the exact
 27 amount of such damages, or to conform to proof at trial.

1 87. As a proximate result of Defendant's willful, knowing and intentional acts, LOGGINS has
2 suffered, and continues to suffer humiliation, emotional distress and mental and physical
3 pain and anguish, all to her damage, in an amount according to proof at trial.

4
5 88. The acts of Defendants were done with malice, fraud and oppression, and with conscious
6 disregard for LOGGINS rights. Therefore, Defendant's actions entitle LOGGINS to
7 punitive and exemplary damages in an amount sufficient to discourage such future actions
8 of Defendants and others, and according to proof at trial.

9
10 89. LOGGINS is informed and believes, and on that basis alleges that Defendants engaged in
11 other actionable conduct not enumerated by this complaint. LOGGINS will seek leave of
12 court to amend this complaint to allege the additional specific facts when those facts
13 become known to her, or to conform to proof at trial.

14
15 **DEMAND FOR JURY**

16 90. Plaintiff respectfully requests that the claims made herein be heard by a jury.

17
18 **PRAYER FOR RELIEF**

19
20 WHEREFORE Plaintiff seeks judgment as follows:

- 21
- 22 1. For compensatory, special and general damages according to proof at trial;
 - 23 2. For punitive damages in an amount sufficient to discourage such future
24 discriminatory actions by Defendant and others, and in the Court's discretion;
 - 25 3. For injunctive relief to immediately refer clients to LOGGINS group home, as the
26 court deems just and proper;
 - 27 4. For statutory damages as outlined within the complaint and as determined by the
28 facts of this case;

6. For such other and further relief as the court deems just and proper.

LAW OFFICES OF MONICA L. MONTGOMERY

Date: October 28, 2013

/s/ Monica Montgomery
Attorney for Plaintiff

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Dianne Loggins

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Monica L. Montgomery SBN257286
121 Broadway Suite 553 San Diego, CA 92101
(619) 255-1204

DEFENDANTS

County of San Diego Health and Human Services Agency, Child Welfare Services

County of Residence of First Listed Defendant San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'13CV2615 JAH BLM**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 USC 1983

Brief description of cause:
Civil Rights - Violation of Due Process

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/28/2013

SIGNATURE OF ATTORNEY OF RECORD

/s/ Monica L. Montgomery

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG/JUDGE